IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.918 OF 2004
IN
SUMMARY SUIT NO.3113 OF 2004

Reuters India P.Ltd. ..Plaintiffs

Vs.

Sheetal Sheth ..Defendant

Ms.Padmaja Dholakia a/w Ms.Vandana Gupte i/b Dholakia Gupte and Co. for the plaintiffs

Mr.Bharat Vaishnava for the defendant

CORAM : S.U.KAMDAR, J
DATED : 17TH OCTOBER, 2005

P.C.:

1. The learned counsel for the plaintiffs gives up the claim for liquidated damages of Rs.13,875/- and seeks claim of 1,46,362.50. This claim arises out of invoices raised for services rendered from October 2000 to November 2001. Plaintiffs and defendant entered into written contract which is at Ex.A to the plaint to provide services of internet connectivity. There is no dispute as to the rate as the order form which is Ex.B to the plaint specifies the amount payable by the defendant to the plaintiffs and forms an

integral part of the said contract.

2. Plaintiffs has raised invoices from time to time for the aforesaid period but the defendant has not paid. Defendants has before me raised twofold contentions. Firstly, it has been contended that the claim is barred by the law of limitation. It is the case that the agreement is dt.18.3.00 and plaintiffs has signed on 18.4.00 whereas suit is filed on 8.10.04 and therefore the claim is barred by law of limitation. There is no substance in the aforesaid contention. Claim is arising out of invoices which are issued pursuant to the said written contract for providing service from time to time. Period for giving service is October 2000 to November 2001. In view of the aforesaid fact cause of action arises in the present suit in respect of recovery of money claim covered by the said invoices. First invoice is dt.10.10.00. Claim is within time. Invoices are raised for advance payment in respect of services rendered for October 2000 to November 2001 on quarterly basis. In that view of the matter, there is no substance in the issue of limitation raised by the defendants.

3. The next contention is plaintiffs gave no service pursuant to the said agreement. There is no single document to show that at the relevant time defendants raised any such dispute as to the fact that the services are not rendered by the plaintiffs. Mere statement on affidavit after 4 years cannot be accepted as bonafide contention so as to raise any triable issues. The defence is belated and thus without any merits. In my view there is no defence made out of any nature whatsoever and the plaintiff is entitled to decree. Summons of Judgment made absolute accordingly. There shall be decree against the defendant and in favour of plaintiff for Rs.1,46,362.50 with further simple interest @ 12% from the date of the suit till payment and/or realisation. Suit as well as summons for judgment are disposed of accordingly. Refund of court fee as per rules. No order as to costs.